

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

LANDSCAPE FORMS, INC.	)	
	)	
Plaintiff,	)	
	)	Civil Action No.: 06-CIV-1017
-against-	)	
	)	
CREATIVE PIPE, INC.,	)	
STEPHANIE E. PAPPAS AND	)	
MARK T. PAPPAS	)	
Defendants.	)	

DEC - 6 2006

**CONSENT JUDGMENT AND PERMANENT INJUNCTION**

**WHEREAS**, the above-captioned action was commenced by Landscape Forms, Inc. (hereinafter "Plaintiff") filing a Complaint in this Court on August 23, 2006 against Defendants Creative Pipe, Inc., Stephanie E. Pappas and Mark T. Pappas ("Defendants"); and

**WHEREAS**, Plaintiff and Defendants have resolved all outstanding matters between them; and

**WHEREAS**, Defendants have consented to the entry of this Consent Judgment and Permanent Injunction, in the form and substance as set forth herein.

**NOW, THEREFORE**, it is hereby stipulated, agreed and Ordered as follows:

1. This Consent Judgment and Permanent Injunction is entered against Defendants
2. Defendants, and all persons or other business entities in active concert, privity or participation with them, including officers, directors, shareholders, agents, servants, vendors, subcontractors, employees, attorneys, successors, assigns, and sales representatives, are and shall be permanently enjoined from:
  - a. Importing, manufacturing, advertising, promoting, offering for sale,

selling, replicating and/or resourcing/outourcing in any way any products that are imitative of or substantially similar to or confusingly similar to the Patents-in-Suit to the extent prohibited by U.S. Patent Law, as defined in the Complaint in the above-captioned action; and

b. Copying, reproducing, distributing, downloading or referencing, to the extent prohibited by U.S. Copyright Law, any drawings, plans, or sketches whether technical, two-dimensional or otherwise, located on Plaintiff's website or bearing Plaintiff's name or copyright notice, including the Copyrights-in-Suit as defined in the Complaint in the above-captioned action.

3. Defendants agree not to contest the validity or enforceability of the Patents-in-Suit and/or the Copyrights-in-Suit in the future.

4. This action is henceforth discontinued against the Defendants, with prejudice, so long as the Defendant or its Vendor, subcontractors or agent do not breach the Settlement Agreement executed between the parties in association with the Order.

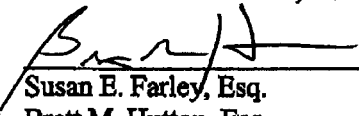
5. This Court shall retain jurisdiction to enforce the terms of this Consent Judgment and Permanent Injunction and/or Settlement Agreement as may be necessary.

6. Defendants acknowledge that breach of this injunction will result in irreparable harm to the Plaintiff.

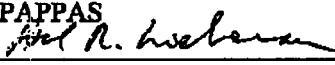
7. Defendant will pay to the Plaintiff within 5 business days of this Order the sum set forth in the Settlement Agreement, executed between the parties in association herewith.

8. Each party shall bear its own costs and fees, including but not limited to all legal fees.

PLAINTIFF,  
LANDSCAPE FORMS, INC.

  
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Susan E. Farley, Esq.  
Brett M. Hutton, Esq.  
HESLIN ROTHENBERG FARLEY  
& MESITI P.C.  
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Albany, New York 12203

DEFENDANTS CREATIVE PIPE, INC.,  
MARK T. PAPPAS AND STEPHANIE E.  
PAPPAS

 HL#1540  
\_\_\_\_\_  
Hal Lieberman, Esq.  
HINSHAW & CULBERTSON LLP  
780 Third Avenue, 4<sup>th</sup> Floor  
New York, NY 10017-2024

SO ORDERED THIS 6 DAY OF Dec, 2006.

  
\_\_\_\_\_  
District Court Judge